

account.”). From this allegation, Plaintiffs bring negligence, contract, and quasi-contract claims.

Before the Court is Defendants’ motion to dismiss. ECF 23. On careful review of the amended complaint, the exhibits, and the briefing on Defendants’ motion to dismiss, the Court finds that the Solenture statements were not plausibly false or incorrect, and therefore grants Defendants’ motion.

Importantly, the first page of the statements listed the death benefits (*i.e.*, “Payment due Upon Death”) as a separate line item from the “Balance”:

In accordance with Section 6.3 of the Pechiney Corporation Deferred Compensation Plan, following is a statement of your Deferred Compensation Account:

1. Balance as of January 1, 2019	\$ 293.34
2. Interest credited during 2019	\$ 17.54
3. Distribution in 2019	\$ 48.89
4. Balance as of December 31, 2019	\$ 261.99
5. Payment due Upon Death	\$ 546,000.00

ECF 22-3, p. 2 (statement for plaintiff Nick Lirones); *see also* ECF 22-4, p. 2 (statement for plaintiff John Corrigan).

This is significant because upon termination, the balance of the account was payable, but the death benefits were not. There is nothing in the Solenture statements combining these two. For example, Plaintiffs may have had a point if Solenture combined the death benefits with the normal balance and reported it as a single line on the account statement, but it didn’t. Solenture listed everything separately; indeed, in its projections on the second page of the statement, it had different columns for the projected account balance and projected survivor benefits:

VULNER RET DATE									
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
				(EOY)	(EOY)	(EOY)	(EOY)		
Plan Year	Deferred Amount	Ret Pmts	Surv Pmts	Int Earned	Proj Acct Bal	Proj Surv Ben (Formula)	Proj Surv Ben (MAX of 5 & 7)	Accr Adj @ Dth	Yrs in Plan
1985	0								0
1986	13,000								1
1987	13,000							0	2
1988	13,000							0	3
1989	13,000							0	4
1990	0							0	5
1991	0							0	6
1992	0							0	7
1993	0				91,485	124,800	124,800	0	8
1994	0	(15,248)	0	8,529	84,767	140,400	140,400	0	9
1995	0	(14,128)	0	8,570	79,209	156,000	156,000	0	10
1996	0	(13,201)	0	7,479	73,487	171,600	171,600	0	11
1997	0	(12,248)	0	6,840	68,079	187,200	187,200	0	12
1998	0	(11,347)	0	6,129	62,861	202,800	202,800	0	13
1999	0	(10,477)	0	5,659	58,043	218,400	218,400	0	14
2000	0	(9,674)	0	5,577	53,946	234,000	234,000	0	15
2001	0	(8,991)	0	5,007	49,962	249,600	249,600	0	16
2002	0	(8,327)	0	4,631	46,266	265,200	265,200	0	17
2003	0	(7,711)	0	4,015	42,570	280,800	280,800	0	18
2004	0	(7,095)	0	3,589	39,035	296,400	296,400	0	19
2005	0	(6,511)	0	3,294	35,848	312,000	312,000	0	20
2006	0	(5,975)	0	787	30,660	327,600	327,600	0	21
2007	0	(5,110)	0	2,303	27,853	343,200	343,200	0	22
2008	0	(4,642)	0	2,106	25,317	358,800	358,800	0	23
2009	0	(4,219)	0	1,843	22,941	374,400	374,400	0	24
2010	0	(3,823)	0	1,596	20,713	390,000	390,000	0	25
2011	0	(3,452)	0	1,387	18,648	405,600	405,600	0	26
2012	0	(3,108)	0	1,090	16,629	421,200	421,200	0	27
2013	0	(2,772)	0	1,055	14,913	436,800	436,800	0	28
2014	0	(14,569)	0	114	458	452,400	452,400	0	29
2015	0	(76)	0	28	409	468,000	468,000	0	30
2016	0	(68)	0	24	385	483,600	483,600	0	31
2017	0	(61)	0	23	327	499,200	499,200	0	32
2018	0	(54)	0	21	293	514,800	514,800	0	33
2019	0	(49)	0	18	262	530,400	530,400	0	34
2020	0	(44)	0	15	234	546,000	546,000	0	35
2021	0	(39)	0	14	208	561,600	561,600	0	36
2022	0	(35)	0	12	186	577,200	577,200	0	37
2023	0	(31)	0	11	165	592,800	592,800	0	38
2024	0	(28)	0	10	147	608,400	608,400	0	39
2025	0	0	(608,400)	0	0	0	0	508,253	40
2026	0	0	0	0	0	0	0	0	41

ECF 22-3, p. 3; *see also* ECF 22-4, p. 3.¹

¹ Plaintiffs argue that the sentence on the first page of the statement, “Attached for your information is a projection of your Deferred Compensation account balance” is misleading because it suggests that the death benefits were part of the balance. But, again, the attachment itself (embedded above) shows the balance and death benefits as separate columns.

Based on this, no reasonable plan participant could understand Solenture as representing that the terminable death benefits were part of the non-terminable balance.²

The real complaint that Plaintiffs have is that they did not understand the termination provisions of the plan. But that's not Solenture's fault. There is nothing in the statements sent by Solenture that represented that the death benefits were not terminable. The statements neither opined on termination events nor consequences of termination under the plan. Solenture just reported the numbers.

Because of this threshold defect, which is central to all of Plaintiffs' claims, all the claims fail as a matter of law, and further amendment of the complaint would be futile. The amended complaint must therefore be dismissed with prejudice.³

² Any reasonableness of Plaintiffs' reliance on the Solenture annual statements is further undercut by Plaintiffs' assertion that they relied not only on the statements but also on the plan's language. ECF 22, ¶ 82. As the District Court for the Western District of Michigan held, the plan unambiguously refutes Plaintiffs' interpretation. *See Howmet*, 2023 WL 4540342, at *3.

³ A few words on two of Defendants' other arguments. First, the Court disagrees with Defendants as to the issue of amount-in-controversy and finds that Plaintiffs have each pled more than \$75,000 in damages, and thus the Court has jurisdiction. *See* ECF 22, ¶ 50; *see also* ECF 28-1 (providing quotes for permanent life insurance premiums). Second, the Court agrees with Defendants that the two-year statute of limitations bars Counts I, II, and VI, which is an additional reason why those counts fail. Discovery-rule tolling can't save those because Plaintiffs knew of their claims here when Howmet sent them the termination letters in July 2020—more than two years before they brought this case. *See Rodgers v. Lincoln Benefit Life Co.*, 845 F. App'x 145, 148 (3d Cir. 2021) (statute of limitations triggered when plaintiff learned of misrepresentation); *see also Robinson v. Cnty. of Allegheny*, 404 F. App'x 670, 674 (3d Cir. 2010) (holding claim accrued when harm occurred, even though it wasn't acknowledged until a later judicial decision).

For the above reasons, it is hereby **ORDERED** that Defendants' motion to dismiss (ECF 23) is **GRANTED**, and the amended complaint (ECF 22) is **DISMISSED WITH PREJUDICE**. The Clerk of Court shall mark this case as **CLOSED**.

DATE: March 20, 2024

BY THE COURT:

/s/ J. Nicholas Ranjan
United States District Judge